

1 MANATT, PHELPS & PHILLIPS, LLP
2 RONALD S. KATZ (California Bar No. 085713)
3 E-mail: rkatz@manatt.com
4 RYAN S. HILBERT (California Bar No. 210549)
5 E-mail: rhilbert@manatt.com
1001 Page Mill Road, Building 2
Palo Alto, CA 94304-1006
Telephone: (650) 812-1300
Facsimile: (650) 213-0260

6 Attorneys for Defendant/Counterclaim and
7 Third-Party Plaintiff Maritz Inc.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT
10 SAN FRANCISCO DIVISION
11

12 VISA U.S.A. INC.,

13 Plaintiff/Counterclaim
14 Defendant,

15 v.

16 MARITZ INC., d/b/a MARITZ
17 LOYALTY MARKETING,

18 Defendant/Counterclaim
19 and Third-Party Plaintiff,

20 v.

21 CARLSON MARKETING GROUP, INC.

22 Third-Party Defendant.
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CIVIL ACTION NO. C 07-5585 JSW

DECLARATION OF KELVIN TAYLOR

1 I, Kelvin Taylor, hereby state under penalty of perjury as follows:

2 1. I was the President of Maritz Loyalty Marketing from April 25, 2005 through
3 October 4, 2007. I live in St. Louis, Missouri.

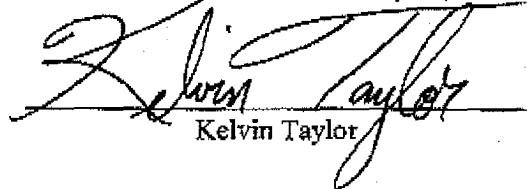
4 2. In December 2006, Mark Peterman and I met with Edward "Tad" Fordyce of Visa
5 in Denver to discuss the status of the Visa Extras Reward Program project. During our meeting,
6 Mr. Fordyce made clear that Visa was committed to Maritz in the long-term with respect to the
7 program. I never heard anything from Visa to the contrary until April 20, 2007, when Elizabeth
8 Buse of Visa called and then sent me a letter telling me that Visa was terminating the Master
9 Services Agreement with Maritz (the "Agreement") and that Visa had decided to keep its
10 Rewards Program with Carlson Marketing ("Carlson").

11 3. On May 7, 2007, I sent Ms. Buse a letter, a copy of which is attached hereto as
12 Exhibit 1. In my letter, I told Ms. Buse that as of May 7, 2007, we estimated that Visa owed
13 Maritz approximately \$5.2 million.

14 4. On July 23, 2007, I learned that Visa's lawyer, Rod Thompson, had told Steve
15 Gallant of Maritz earlier that day that Visa was claiming Maritz owed Visa tens of millions of
16 dollars. I was very surprised to hear this.

17 5. To my knowledge, no one from Visa had previously made any such claim. In
18 addition, such a claim seemed inconsistent with the facts that (a) Visa and Maritz had been
19 proceeding on a best efforts basis since at least the Fall of 2006 and (b) I understood in November
20 of 2006 that Visa had agreed to waive liquidated damages under the Agreement.

21 I declare under penalty of perjury under the laws of the United States of America that the
22 foregoing is true and correct and that this declaration was executed on January 17, 2008.

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24 Kelvin Taylor
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